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CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY ______ DEPUTY

FAXED

CALL, JENSEN & FERRELL
A Professional Corporation
Scott J. Ferrell, Bar No. 202091
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Attorneys for Defendant Mitec Telecom, Inc.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

B.I.P. CORPORATION, Plaintiff, vs. MITEC TELECOM, INC., AND DOES 1 TO 30, Defendant.	Case No. '08 CV 0313 H CAB Assigned for All Purposes to: **MITEC TELECOM, INC.'S NOTICE OF REMOVAL OF ACTION PURSUANT TO 28 U.S.C. § 1441 (DIVERSITY JURISDICTION)**

Complaint Filed: January 18,2008
Trial Date: None Set

TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA:

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. § 1441, Defendant Mitec Telecom, Inc. ("Mitec") hereby removes to the United States District Court for the Southern District of California the state court action described below. This removal is based on diversity jurisdiction pursuant to 28 U.S.C. §§ 1332 and 1441.

I. JURISDICTION AND TIMELINESS

1. On January 18, 2008, Plaintiff B.I.P. Corporation ("Plaintiff") filed a lawsuit against Mitec in San Diego Superior Court, Case No. 37-2008-0005050505-CU-BT-NC. Mitec has not been served with the summons or complaint. A true and correct copy of said Complaint is attached herein as Exhibit 1.

2. This Court has original jurisdiction of this action, pursuant to 28 U.S.C. §§ 1332 and 1441, because this is a civil action between citizens of different states, and the matter in controversy exceeds $75,000, exclusive of interest and costs.

A. Factual Background

1. Plaintiff's Complaint alleges that Plaintiff purchased $5 million worth of telecommunications equipment from Mitec, which was allegedly defective. In addition, Mitec allegedly misappropriated Plaintiff's customer list and solicited business away from Plaintiff. As a result, Plaintiff "suffered economic harm in that it cannot sell the telecommunications equipment that would have had a fair market value of $2 million dollars and also lost future profits to all customers on its customer list." See Complaint, pg. 3. Based thereon, Plaintiff alleges four causes of action: (1) misappropriation of trade secrets; (2) fraud and deceit; (3) interference with prospective economic advantage; and (4) breach of the covenant of good faith and fair dealing.

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CALL, JENSEN & FERRELL
A PROFESSIONAL CORPORATION

B. Diversity Jurisdiction is Present.

1. This Court has original jurisdiction of this civil action, pursuant to 28 U.S.C. § 1332, because it is a civil action between citizens of different states and the amount in controversy exceeds the sum of $75,000, exclusive of interest and costs. 28 U.S.C. § 1332(a)(1). Therefore, removal of the action is proper under 28 U.S.C. § 1441.

2. It is clear that complete diversity exists. Mitec is a Canadian corporation with its principal place of business in Pointe Claire, Quebec. *See* Declaration of Robert Mitchell ("Mitchell Decl."), ¶¶ 1-3; Request for Judicial Notice, Exhs. 1 and 2. Therefore, Mitec is a citizen of Canada for the purposes of diversity jurisdiction. 28 U.S.C. § 1332(c)(1) (a corporation is a citizen of the state in which it was incorporated and the state of its principal place of business); *see also JP Morgan Chase Bank v. Traffic Stream (BVI Infrastructure Ltd.*, 536 U.S. 88, 92 (2002) (corporation charted under law of British territory deemed subject of a foreign state for purposes of diversity jurisdiction).

3. Plaintiff is a business entity incorporated in California with its primary office in the City of San Marcos, County of San Diego Compl. p. 1.

4. The "amount in controversy" requirement is satisfied. Plaintiff contends that its economic damages alone are $2 million. Compl. p. 3. Therefore, the amount in controversy exceeds $75,000.

II. PROCESS, PLEADINGS AND ORDERS

Mitec has not been served with the Summons or Complaint in this action, nor have any further proceedings taken place.

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III. VENUE

Mitec is required to remove the underlying state court action to this Court pursuant to 28 U.S.C. § 1441(a) because the United States District Court for the Southern District of California embraces San Diego County, and this suit was originally filed in San Diego County, California.

IV. NOTICE

Promptly after filing this Notice of Removal, Mitec will give written notice of this pleading to Plaintiff and will file a copy of this Notice with the Superior Court of San Diego County, State of California.

V. CONCLUSION

For the reasons set forth above, Mitec removes Plaintiff's original action in the Superior Court of the State of California, San Diego County, from that state court to this Court.

Dated: February 19, 2008

CALL, JENSEN & FERRELL
A Professional Corporation
Scott J. Ferrell
David R. Sugden

By: [signature]
David R. Sugden

Attorneys for Defendant Mitec Telecom, Inc.

Arnold Hernandez, #210109
Law Office of Arnold Hernandez
PO Box 1419
1650 Linda Vista Dr. #101
San Marcos, CA 92079
(760) 471-4624

Attorney for plaintiff(s)

2008 JAN 10 PM 4:04
CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

SAN DIEGO COUNTY, NORTH COUNTY DIVISION

B.I.P CORPORATION, PLAINTIFF, V. MITEC TELECOM, INC., AND DOES 1 TO 30, DEFENDANT.	Case No. 37-2008-00050505-CU-BT-NC B.I.P. CORPORATION'S COMPLAINT AGAINST MITEC TELECOM, INC. MISAPPROPRIATION OF TRADE SECRETS; FRAUD AND DECEIT; INTERFERENCE OF PROSPECTIVE ECONOMIC ADVANTAGE; BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING;

Plaintiff alleges:

I. FIRST CAUSE OF ACTION

MISAPPROPRIATION OF TRADE SECRETS-CUSTOMER LIST

1. Defendant Mitec Telecom, Inc., at all times mentioned was a Canada corporation qualified to do business in California.

2. Plaintiff B.I.P. Corporation is a business entity incorporated in California with its primary office in the City of San Marcos, County of San Diego, among other things BIP resells telecommunications products.

3. The transaction, occurrence, or series of transactions took place in the City of San Marcos, County of San Diego.

4. Plaintiff is ignorant of the true names and capacities of defendants sued herein as Does 1 through 30, inclusive, and therefore sues defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained.

EXHIBIT 1

5. Plaintiff purchases and resells of telecommunications equipment and defendant was a manufacturer and its primary supplier of telecommunications equipment.

6. On or about October 24, 2006, defendant Mitec, through its agents or employees, personally met with plaintiff in the City of San Marcos and negotiated for the sale of telecommunications products with plaintiff, BIP.

7. On or about October 24, 2006, plaintiff entered into an oral agreement with defendant Mitec, whereby among other things, defendant agreed to and promised to continue to sell telecommunication products to plaintiff BIP; (2) to set aside warehouse space ("cage") in Canada where it would store BIP's telecommunication products; (3) to ship out product as needed by BIP to BIP or its customers; (4) defendant expressly warranted to BIP that each product would be in working condition and free of defects and agreed to extend the warranty to each consumer purchasing product from BIP for a period of 2.5 years following delivery of the product.

8. In 2007 plaintiff purchased over $5 million dollars worth of telecommunications equipment from defendant for resale to its customers.

9. On or about January 8, 2007, defendant Mitec's vice-president of sales had a personal meeting with BIP in the City of San Marcos, California following complaints for defective product, and admitted the product delivered had defective power supplies.

10. On or about May, 2007, plaintiff requested defendant recall all product and test it to insure it was free of defects. Defendant, and each of them, assured plaintiff the product had been tested, repaired and returned to plaintiff's cage.

11. On or about June, 2007, plaintiff requested all product in plaintiff's cage be shipped to plaintiff's primary place of business in San Marcos.

12. If the product had been in good working condition with warranties it would have had a fair market value of approximately $2 million dollars.

13. Plaintiff was in possession of a customer list with customers that regularly purchased telecommunications equipment from plaintiff. The list was a result of a substantial amount of time, energy, and money on the part of plaintiff.

14. Plaintiff's customer list had economic value in that it contained information not generally

known to the public or the trade and in that it represented years of research and communication and relationship building. Plaintiff made reasonably sure the information remained secret by providing only that information those employees who needed the information to perform their duties.

15. On or about May 2007, defendant, and each of them, requested plaintiff's customer list on the promise that it would use the list to insure it did not compete with plaintiff.

16. Plaintiffs customer list was a trade secret which merited legal protection from defendant's misappropriation in that defendant solicited the customers of plaintiff with the intent to injure plaintiff; (2) plaintiff is informed and believes and thereon alleges that defendant sought out certain preferred customer whose trade is particularly profitable and whose identities are not generally known to the trade; (3) in the telecommunications industry a customer ordinarily patronizes only one vendor once the products have been deemed to be reliable; (4) established business relationships between customers and the plaintiff normally continue unless interfered with.

17. On or about July 2007 defendant, and each of them, misappropriated the above-described plaintiff's customer list by promising not to compete with plaintiffs customer if plaintiff provided the list of customers. Shortly after receipt of plaintiff's list of customers defendant, and each of them, started soliciting business from all those customers on the list. Defendant, and each of them, knowingly and intentionally solicited business from plaintiff's customers by offering the same telecommunications equipment purchased by plaintiff for resale but also by offering the same equipment at lower prices, and cancelling all warranties on any telecommunications equipment sold by plaintiff.

18. As a proximate result of defendant's, and each of them, actions plaintiff suffered economic harm in that it cannot resell the telecommunications equipment that would have had a fair market value of approximately $2 million dollars and also lost future sales and profits to all customers on its customer list.

II. SECOND CAUSE OF ACTION -FRAUD AND DECEIT

19. Plaintiff hereby incorporate by reference and realleges all of the allegations contained in

paragraphs 1 through 18.

20. On or about May 2007 BIP demanded all product be recalled and tested before any additional shipments be made.

21. On or about July of 2007, defendant, and each of them, represented to BIP that all the products had been recalled taken from storage, tested, free of defects, and returned to plaintiff's cage.

22. Defendant's, and each of them, representation to BIP, that all product had been tested and was free of defects was false.

23. Defendant, and each of them, knew or should have known that the representation was false when it made it, or made the representation recklessly and without regard for its truth, because the product continued to arrive "dead on arrival," with defective power supplies.

24. Defendant, and each of them intended for plaintiff to rely on the representation, because it knowingly asserted the product was free from defects, but it continued to arrive with defects.

25. Plaintiff, reasonably relied on defendant's representation that the product had been tested and in working order, and had no reason to believe defendant would be mis representing a material fact.

26. On or about June 2006, BIP demanded all product in plaintiff's cage in defendant's warehouse be shipped to plaintiff's place of business, where the product was tested and where much of the product was found to be defective.

27. As a direct result of BIPs reliance on defendant, and each of them, plaintiff has suffered an economic loss because it received defective product with a fair market value of substantially less than what plaintiff paid defendant and in its defective condition it could not be sold.

28. Defendant, and each of them, represented to plaintiff that all product would be free of defects for a period of 2.5 years and that the warranty would extend to plaintiff's customers.

29. Defendant, and each fo them, made a false representation about the product warranty on product sold to plaintiff for resale, because effective August 2007, defendant, and each of them, notified plaintiff that all warranties on product purchased for resale by plaintiff were void.

30. Defendant knew that the representation was false when it made it, or made the representation recklessly and without regard for its truth, because defendant specifically informed plaintiff it had

cancelled all warranties on all product purchased from defendant, and each of them.

31. Defendant, and each of them, knew the representation was false when it made it, or made the representation recklessly and without regard for its truth, with the intent of inducing plaintiff to purchase its products.

32. Defendant, and each of them, intended for plaintiff to rely on the representation as it was a means of securing sales.

33. Plaintiff reasonably relied on the representation since it had no reason to believe otherwise.

34. As direct and proximate result of defendant's mis representation, plaintiff suffered economic harm, in that it could not resell the product purchased and had to incur the cost and expense of repairing defective product.

35. Plaintiff's reliance on defendant's, and each of them, representation was a substantial factor in causing harm to plaintiff in that plaintiff would not have purchased defendant's product if had known it would not honor its warranty and now plaintiff cannot resell the product. Plaintiff has incurred liability and has spent substantial sums in warranty claims for defective product repairs.

36. Defendant, and each of them, represented to plaintiff that it would not compete with plaintiff, but that it needed plaintiff's customer list to insure it would not compete directly with plaintiff. Defendant, and each of them, promised that it would not solicit sales from plaintiff's customers.

37. Defendant's, and each of them, representation was false, and in fact defendant, and each of them, commenced soliciting sales from plaintiff's customers almost immediately following receipt of plaintiff's customer list.

38. Defendant, and each of them, knew the representation was false when it made it, or made the representation recklessly without regard for its truth, as it started soliciting plaintiff's customers almost immediately.

39. Defendant, and each of them, intended for plaintiff to rely on the representation, as it would have been the only means of obtaining plaintiff's customer list and would have resulted in control of a list customers that had been regularly purchasing product manufactured by defendant.

40. Plaintiff reasonably relied on defendant's representation as it was the only means of insuring defendant would know who it could not solicit sales from in direct competition with plaintiff.

41. As a proximate result of defendant's mis representation, plaintiff suffered economic harm in lost sales, lost profits, lost future profits, and loss of business reputation.

42. Plaintiff's reliance on defendant's representation was a substantial factor in causing it harm, since plaintiff would not have provide its customer list if it had known defendant intended to use it to compete directly with plaintiff instead of refraining from competition with plaintiff.

43. Defendant, and each of them, made false promises to plaintiff, by promising that (1) its product would be free of defects; (2) a warranty would apply for 2.5 years to plaintiff and that it extended to its customers; (3) that it would use plaintiff's customer list to refrain from competing directly with plaintiff, in return plaintiff agreed to purchase telecommunications equipment from defendant and provided its list of customers to defendant.

44. Defendant's, and each of them, promises to plaintiff, were important to the transaction as it provided an incentive for plaintiff to purchase product from defendant and it assured plaintiff that defendant would not compete directly with plaintiff for sales to its customer.

45. Defendant, did not intend to perform these promises when made, because it shipped defective product, it cancelled the warranties and it misappropriated plaintiff's customer list and solicited plaintiff's customers almost immediately.

46. Defendant, and each of them, intended for plaintiff to rely on these promises, as it was a means of securing sales from plaintiff and plaintiff's customers.

47. Plaintiff reasonably relied on defendant's promises as the promises did not seem out of the ordinary and seemed reasonable to achieve the objectives.

48. Defendant did not perform the promised acts, and delivered defective product to plaintiff or on plaintiff's behalf, cancelled all warranties, and misappropriated plaintiff's customer list.

49. As proximate result of defendant's, and each of them, failure to perform as promised, plaintiff suffered economic harm from loss of sales, future sales, profits, future profits, and loss of business reputation.

50. Plaintiff's reliance, on defendant's promise was a substantial factor in causing its harm, as plaintiff would not have entered into the agreement with defendant to purchase telecommunications equipment and would not have provided its customer list, had it known

defendant did not intend to keep its promise.

51. Defendant's, and each of them, conduct was fraudulent and therefore plaintiff is entitled to exemplary damages.

III. THIRD CAUSE OF ACTION

INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC RELATIONS

52. Plaintiff hereby incorporate by reference and realleges all of the allegations contained in paragraphs 1 through 51.

53. From on or about January 2003 through on or about June 2007 plaintiff had an economic relationship with customers that through June 2007 exceed 100 customers. These customers that regularly purchased product from plaintiff every year with sales often reaching $100,000 per customer per year, and the probability of future purchases and therefore an economic gain was almost assured.

54. Defendant, and each of them, knew of the economic relationship between plaintiff and its customers, as defendant knowingly and intentionally asked for plaintiff's list of customers and promised not to compete with plaintiff and promised not to solicit sales from these customers.

55. Defendant, and each of them, intended to disrupt the relationship between plaintiff and its customers, and did so shortly after receipt of plaintiff's list of customers by intentionally contacting each customer and soliciting sales.

56. Defendant, and each of them, engaged in wrongful conduct by misappropriating plaintiff's trade secrets, by breaching the covenant of good faith and fair dealing, by obtaining plaintiff's customer list through fraud and deceit, and by breaching the covenant not to compete with plaintiff.

57. Defendant, and each of them, misappropriated plaintiff's trade secrets by using plaintiff's list of customers to disrupt the relationship between plaintiff and its customers by directly soliciting plaintiff's customers and offering lower prices to plaintiff's customers.

58. Defendant, and each of them, breached the covenant of good faith and fair dealing, by knowingly and intentionally disrupting the economic relationship between plaintiff and its customers. Defendant, and each of them, actively solicited plaintiff's customers, offered lower

prices to plaintiff's customers than to plaintiff, and cancelled all warranties on product in inventory with plaintiff.

59. Plaintiff's customers would have continued to purchase telecommunications equipment from plaintiff, but for defendant's, and each of them, disruption of the economic relationship between plaintiff and its customers.

60. As a proximate result of defendant's, and each them, actions plaintiff's customers purchased telecommunications equipment from defendant, and each them, instead of plaintiff and thereby plaintiff suffered an economic loss.

61. Defendant's, and each of them, conduct was a substantial factor in causing economic harm to plaintiff.

62. If Defendant had not interfered with plaintiff's customers, plaintiff would have enjoyed the benefits of its economic relationship with its customers in the form of continued sales and profits.

63. As a direct and proximate result of defendant's, and each of them, actions plaintiff suffered economic harm in the form of lost sales, profits, loss of business reputation, and loss of marketability of inventory in plaintiff's possession.

64. Defendant's, and each of them, conduct was malicious in that defendant, and each of them, engaged in conduct that was intended by defendant, and each of them, to cause injury to plaintiff.

65. Defendant's, and each of them, conduct was malicious in that defendant, and each of them, engaged in conduct that was despicable conduct which was carried on by the defendant, and each of them, with a willful and conscious disregard of the rights of plaintiff, in that defendant and each of them, (1) knowingly and intentionally misappropriated plaintiff's trade secrets by contacting each customer on plaintiff's customer list and soliciting sales; (2) by offering lower prices to plaintiff's customers than to plaintiff; (3) by cancelling all warranties on any product sold by plaintiff; (4) by knowingly and intentionally shipping defective product; and (5) by knowingly and intentionally misrepresenting the merchantabillity and quality of the product.

66. Defendant's, and each of them, conduct was fraudulent, in that defendant, and each of them, intentionally misrepresented through deceit and concealment a material fact known to the defendant with the intent on the part of the defendant, and each of them, and knowingly and

intentionally concealed (1) their true intentions about plaintiff's customer list; (2) the merchantability of the product; and (3) the warranties and thereby deprived plaintiff of its exclusive list of customers, the saleability of plaintiff's inventory, and created liability to plaintiff on product sold and thereby caused economic injury to plaintiff. Had plaintiff known that it was the intent of defendant, and each of them, to compete with plaintiff, then plaintiff would not have provided the list of its customers or purchased telecommunications equipment from defendant for resale.

67. Defendant, and each of them, intentionally misrepresented the request for plaintiff's list of customers with the intent of using the list to obtain plaintiff customers instead of competing with plaintiff for the same customers and therefor caused injury to plaintiff in the form of lost sales, lost profits, and loss of business reputation. Had plaintiff known that it was the intent of defendant, and each of them, to compete with plaintiff, then plaintiff would not have provided the list of its customers.

68. Defendant's, and each of them, conduct was malicious and fraudulent, and therefore plaintiff is entitled to exemplary damages.

IV. FOURTH CAUSE OF ACTION

BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING

69. Plaintiff hereby incorporate by reference and realleges all of the allegations contained in paragraphs 1 through 68.

70. On or about October 24, 2006 defendant, and each of them, entered into an oral contract with plaintiff, which was later modified. Among other things the contract provided for (1) a 2.5 year warranty from defendant , and each of them, on all products purchased by plaintiff; (2) defendant promised all product would be free of defects; (3) it provided a covenant not to compete with each other, and (4) it required plaintiff purchase approximately $2.8 million dollars worth of telecommunications equipment from defendant.

71. Plaintiff, performed substantially all of the significant things that the contract required including the purchase of approximately $5 million dollars worth of product from defendant.

72. All conditions required for defendant's performance had occurred, but defendant, and each of

them, voided all warranties, knowingly and intentionally shipped defective product, misappropriated plaintiff's customer list and competed directly with plaintiff.

73. Plaintiff has performed all conditions, covenants, and promises required on its part to be performed in accordance with the terms and conditions of the contract

74. Defendant, and each of them, interfered with plaintiff's right to receive the benefits of the contract, by (1) misappropriating plaintiff's customer list and directly competing with plaintiff's customers and thereby depriving plaintiff of virtually all sales and profits; (2) by shipping defective product and cancelling all warranties and thereby exposing plaintiff to liability on all defective product forcing plaintiff to bear the risk defendant was to bear.

75. As a proximate result of defendant's, and each of them, actions plaintiff suffered economic harm in the form of lost sales, lost profits, lost future sales, lost future profits, lost of its customer base, expose to liability, and loss of business reputation.

WHEREFORE PLAINTIFF PRAYS FOR RELIEF AS FOLLOWS:

1. For damages according to proof;
2. For exemplary and punitive damages;
5. For costs incurred; and
6. For any other and further relief as the court may deem proper.

Dated: 1/17/08

Arnold Hernandez,
Attorney for plaintiff(s).

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
STREET ADDRESS: 325 S. Melrose
MAILING ADDRESS: 325 S. Melrose
CITY AND ZIP CODE: Vista, CA 92081
BRANCH NAME: North County
TELEPHONE NUMBER: (760) 806-6346

PLAINTIFF(S) / PETITIONER(S): B.I.P Corporation

DEFENDANT(S) / RESPONDENT(S): Mitec Telecom, Inc.

B.I.P CORPORATION VS. MITEC TELECOM, INC.

NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 37-2008-00050505-CU-BT-NC

Judge: Jacqueline M. Stern Department: N-27

COMPLAINT/PETITION FILED: 01/18/2008

CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

COMPLAINTS: Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 60 days of filing. This is a mandatory document and may not be substituted by the filing of any other document.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
NORTH COUNTY DIVISION
2008 JAN 18 PM 4:04
CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
MITEC TELECOM, INC. AND DOES 1 TO 30

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
B.I.P. CORPORATION

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):
SUPERIOR COURT, 325 S. MELROSE DR., VISTA, CA 92081

CASE NUMBER: 37-2008-00050505-CU-BT-NC
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
ARNOLD HERNANDEZ, 1650 LINDA VISTA, DR., SUITE 101, SAN MARCOS, CA 92078, 760-471-4624

DATE: JAN 18 2008 Clerk, by V. Navarro, Deputy
(Fecha) *(Secretario)* *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

COUNTY OF SAN DIEGO SUPERIOR COURT NORTH COUNTY DIVISION STATE OF CALIFORNIA

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:
3. ☐ on behalf of *(specify)*:

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify)*:

4. ☐ by personal delivery on *(date)*:

Page 1 of 1

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. January 1, 2004]

SUMMONS

Code of Civil Procedure §§ 412.20, 465

LexisNexis® Automated California Judicial Council Forms

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Bar number, and address):
Arnold Hernandez #210109
1650 Linda Vista Dr. Suite 101
San Marcos, CA 92079
TELEPHONE NO.: 760-471-4624 FAX NO.:
ATTORNEY FOR (Name): B.I.P. CORPORATION

FOR COURT USE ONLY

FILED
NORTH COUNTY DIVISION
2008 JAN 18 PM 4:05
CLERK-SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego
STREET ADDRESS: 325 S. Melrose Dr.
MAILING ADDRESS:
CITY AND ZIP CODE: Vista 92081
BRANCH NAME: North County Division

CASE NAME:
B.I.P v. MITEC TELECOM, INC.

CIVIL CASE COVER SHEET

[X] Unlimited (Amount demanded exceeds $25,000) [ ] Limited (Amount demanded is $25,000 or less)

Complex Case Designation
[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: 37-2008-00050505-CU-BT-NC
JUDGE:
DEPT:

Items 1–5 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort
[ ] Auto (22)
[ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
[ ] Asbestos (04)
[ ] Product liability (24)
[ ] Medical malpractice (45)
[ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
[X] Business tort/unfair business practice (07)
[ ] Civil rights (08)
[ ] Defamation (13)
[ ] Fraud (16)
[ ] Intellectual property (19)
[ ] Professional negligence (25)
[ ] Other non-PI/PD/WD tort (35)

Employment
[ ] Wrongful termination (36)
[ ] Other employment (15)

Contract
[ ] Breach of contract/warranty (06)
[ ] Collections (09)
[ ] Insurance coverage (18)
[ ] Other contract (37)

Real Property
[ ] Eminent domain/Inverse condemnation (14)
[ ] Wrongful eviction (33)
[ ] Other real property (26)

Unlawful Detainer
[ ] Commercial (31)
[ ] Residential (32)
[ ] Drugs (38)

Judicial Review
[ ] Asset forfeiture (05)
[ ] Petition re: arbitration award (11)
[ ] Writ of mandate (02)
[ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
[ ] Antitrust/Trade regulation (03)
[ ] Construction defect (10)
[ ] Mass tort (40)
[ ] Securities litigation (28)
[ ] Environmental/Toxic tort (30)
[ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
[ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
[ ] RICO (27)
[ ] Other complaint *(not specified above)* (42)

Miscellaneous Civil Petition
[ ] Partnership and corporate governance (21)
[ ] Other petition *(not specified above)* (43)

2. This case [ ] is [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Type of remedies sought *(check all that apply)*:
   a. [X] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [X] punitive
4. Number of causes of action *(specify)*: FOUR
5. This case [ ] is [X] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: 01/17/08

Arnold Hernandez
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use
Judicial Council of California
CM-010 [Rev. January 1, 2007]

CIVIL CASE COVER SHEET

Cal. Rules of Court, rules 3.220, 3.400–3.403;
Standards of Judicial Administration, § 19
www.courtinfo.ca.gov
LexisNexis® Automated California Judicial Council Forms

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FAXED

ORIGINAL

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

B.I.P. CORPORATION, Plaintiff, vs. MITEC TELECOM, INC., AND DOES 1 TO 30, Defendant.	Case No. 08 CV 0313 H CAB Assigned for All Purposes to: **MITEC TELECOM, INC.'S NOTICE OF REMOVAL OF ACTION PURSUANT TO 28 U.S.C. § 1441 (DIVERSITY JURISDICTION)**

Complaint Filed: January 18,2008
Trial Date: None Set

TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA:

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. § 1441, Defendant Mitec Telecom, Inc. ("Mitec") hereby removes to the United States District Court for the Southern District of California the state court action described below. This removal is based on diversity jurisdiction pursuant to 28 U.S.C. §§ 1332 and 1441.

I. JURISDICTION AND TIMELINESS

1. On January 18, 2008, Plaintiff B.I.P. Corporation ("Plaintiff") filed a lawsuit against Mitec in San Diego Superior Court, Case No. 37-2008-0005050505-CU-BT-NC. Mitec has not been served with the summons or complaint. A true and correct copy of said Complaint is attached herein as Exhibit 1.

2. This Court has original jurisdiction of this action, pursuant to 28 U.S.C. §§ 1332 and 1441, because this is a civil action between citizens of different states, and the matter in controversy exceeds $75,000, exclusive of interest and costs.

A. Factual Background

1. Plaintiff's Complaint alleges that Plaintiff purchased $5 million worth of telecommunications equipment from Mitec, which was allegedly defective. In addition, Mitec allegedly misappropriated Plaintiff's customer list and solicited business away from Plaintiff. As a result, Plaintiff "suffered economic harm in that it cannot sell the telecommunications equipment that would have had a fair market value of $2 million dollars and also lost future profits to all customers on its customer list." See Complaint, pg. 3. Based thereon, Plaintiff alleges four causes of action: (1) misappropriation of trade secrets; (2) fraud and deceit; (3) interference with prospective economic advantage; and (4) breach of the covenant of good faith and fair dealing.

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B. Diversity Jurisdiction is Present.

1. This Court has original jurisdiction of this civil action, pursuant to 28 U.S.C. § 1332, because it is a civil action between citizens of different states and the amount in controversy exceeds the sum of $75,000, exclusive of interest and costs. 28 U.S.C. § 1332(a)(1). Therefore, removal of the action is proper under 28 U.S.C. § 1441.

2. It is clear that complete diversity exists. Mitec is a Canadian corporation with its principal place of business in Pointe Claire, Quebec. *See* Declaration of Robert Mitchell ("Mitchell Decl."), ¶¶ 1-3; Request for Judicial Notice, Exhs. 1 and 2. Therefore, Mitec is a citizen of Canada for the purposes of diversity jurisdiction. 28 U.S.C. § 1332(c)(1) (a corporation is a citizen of the state in which it was incorporated and the state of its principal place of business); *see also JP Morgan Chase Bank v. Traffic Stream (BVI Infrastructure Ltd.*, 536 U.S. 88, 92 (2002) (corporation charted under law of British territory deemed subject of a foreign state for purposes of diversity jurisdiction).

3. Plaintiff is a business entity incorporated in California with its primary office in the City of San Marcos, County of San Diego Compl. p. 1.

4. The "amount in controversy" requirement is satisfied. Plaintiff contends that its economic damages alone are $2 million. Compl. p. 3. Therefore, the amount in controversy exceeds $75,000.

II. PROCESS, PLEADINGS AND ORDERS

Mitec has not been served with the Summons or Complaint in this action, nor have any further proceedings taken place.

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III. VENUE

Mitec is required to remove the underlying state court action to this Court pursuant to 28 U.S.C. § 1441(a) because the United States District Court for the Southern District of California embraces San Diego County, and this suit was originally filed in San Diego County, California.

IV. NOTICE

Promptly after filing this Notice of Removal, Mitec will give written notice of this pleading to Plaintiff and will file a copy of this Notice with the Superior Court of San Diego County, State of California.

V. CONCLUSION

For the reasons set forth above, Mitec removes Plaintiff's original action in the Superior Court of the State of California, San Diego County, from that state court to this Court.

Dated: February 19, 2008

CALL, JENSEN & FERRELL
A Professional Corporation
Scott J. Ferrell
David R. Sugden

By: [signature]
David R. Sugden

Attorneys for Defendant Mitec Telecom, Inc.

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Attorney for plaintiff(s)

2008 JAN 10 PM 4:04
CLERK-SUPERIOR COURT SAN DIEGO COUNTY, CA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

SAN DIEGO COUNTY, NORTH COUNTY DIVISION

B.I.P CORPORATION, PLAINTIFF, V. MITEC TELECOM, INC., AND DOES 1 TO 30, DEFENDANT.	Case No. 37-2008-00050505-CU-BT-NC B.I.P. CORPORATION'S COMPLAINT AGAINST MITEC TELECOM, INC. MISAPPROPRIATION OF TRADE SECRETS; FRAUD AND DECEIT; INTERFERENCE OF PROSPECTIVE ECONOMIC ADVANTAGE; BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING;

Plaintiff alleges:

I. FIRST CAUSE OF ACTION

MISAPPROPRIATION OF TRADE SECRETS-CUSTOMER LIST

1. Defendant Mitec Telecom, Inc., at all times mentioned was a Canada corporation qualified to do business in California.

2. Plaintiff B.I.P. Corporation is a business entity incorporated in California with its primary office in the City of San Marcos, County of San Diego, among other things BIP resells telecommunications products.

3. The transaction, occurrence, or series of transactions took place in the City of San Marcos, County of San Diego.

4. Plaintiff is ignorant of the true names and capacities of defendants sued herein as Does 1 through 30, inclusive, and therefore sues defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained.

5. Plaintiff purchases and resells of telecommunications equipment and defendant was a manufacturer and its primary supplier of telecommunications equipment.

6. On or about October 24, 2006, defendant Mitec, through its agents or employees, personally met with plaintiff in the City of San Marcos and negotiated for the sale of telecommunications products with plaintiff, BIP.

7. On or about October 24, 2006, plaintiff entered into an oral agreement with defendant Mitec, whereby among other things, defendant agreed to and promised to continue to sell telecommunication products to plaintiff BIP; (2) to set aside warehouse space ("cage") in Canada where it would store BIP's telecommunication products; (3) to ship out product as needed by BIP to BIP or its customers; (4) defendant expressly warranted to BIP that each product would be in working condition and free of defects and agreed to extend the warranty to each consumer purchasing product from BIP for a period of 2.5 years following delivery of the product.

8. In 2007 plaintiff purchased over $5 million dollars worth of telecommunications equipment from defendant for resale to its customers.

9. On or about January 8, 2007, defendant Mitec's vice-president of sales had a personal meeting with BIP in the City of San Marcos, California following complaints for defective product, and admitted the product delivered had defective power supplies.

10. On or about May, 2007, plaintiff requested defendant recall all product and test it to insure it was free of defects. Defendant, and each of them, assured plaintiff the product had been tested, repaired and returned to plaintiff's cage.

11. On or about June, 2007, plaintiff requested all product in plaintiff's cage be shipped to plaintiff's primary place of business in San Marcos.

12. If the product had been in good working condition with warranties it would have had a fair market value of approximately $2 million dollars.

13. Plaintiff was in possession of a customer list with customers that regularly purchased telecommunications equipment from plaintiff. The list was a result of a substantial amount of time, energy, and money on the part of plaintiff.

14. Plaintiff's customer list had economic value in that it contained information not generally

known to the public or the trade and in that it represented years of research and communication and relationship building. Plaintiff made reasonably sure the information remained secret by providing only that information those employees who needed the information to perform their duties.

15. On or about May 2007, defendant, and each of them, requested plaintiff's customer list on the promise that it would use the list to insure it did not compete with plaintiff.

16. Plaintiffs customer list was a trade secret which merited legal protection from defendant's misappropriation in that defendant solicited the customers of plaintiff with the intent to injure plaintiff; (2) plaintiff is informed and believes and thereon alleges that defendant sought out certain preferred customer whose trade is particularly profitable and whose identities are not generally known to the trade; (3) in the telecommunications industry a customer ordinarily patronizes only one vendor once the products have been deemed to be reliable; (4) established business relationships between customers and the plaintiff normally continue unless interfered with.

17. On or about July 2007 defendant, and each of them, misappropriated the above-described plaintiff's customer list by promising not to compete with plaintiffs customer if plaintiff provided the list of customers. Shortly after receipt of plaintiff's list of customers defendant, and each of them, started soliciting business from all those customers on the list. Defendant, and each of them, knowingly and intentionally solicited business from plaintiff's customers by offering the same telecommunications equipment purchased by plaintiff for resale but also by offering the same equipment at lower prices, and cancelling all warranties on any telecommunications equipment sold by plaintiff.

18. As a proximate result of defendant's, and each of them, actions plaintiff suffered economic harm in that it cannot resell the telecommunications equipment that would have had a fair market value of approximately $2 million dollars and also lost future sales and profits to all customers on its customer list.

II. SECOND CAUSE OF ACTION -FRAUD AND DECEIT

19. Plaintiff hereby incorporate by reference and realleges all of the allegations contained in

paragraphs 1 through 18.

20. On or about May 2007 BIP demanded all product be recalled and tested before any additional shipments be made.

21. On or about July of 2007, defendant, and each of them, represented to BIP that all the products had been recalled taken from storage, tested, free of defects, and returned to plaintiff's cage.

22. Defendant's, and each of them, representation to BIP, that all product had been tested and was free of defects was false.

23. Defendant, and each of them, knew or should have known that the representation was false when it made it, or made the representation recklessly and without regard for its truth, because the product continued to arrive "dead on arrival," with defective power supplies.

24. Defendant, and each of them intended for plaintiff to rely on the representation, because it knowingly asserted the product was free from defects, but it continued to arrive with defects.

25. Plaintiff, reasonably relied on defendant's representation that the product had been tested and in working order, and had no reason to believe defendant would be mis representing a material fact.

26. On or about June 2006, BIP demanded all product in plaintiff's cage in defendant's warehouse be shipped to plaintiff's place of business, where the product was tested and where much of the product was found to be defective.

27. As a direct result of BIPs reliance on defendant, and each of them, plaintiff has suffered an economic loss because it received defective product with a fair market value of substantially less than what plaintiff paid defendant and in its defective condition it could not be sold.

28. Defendant, and each of them, represented to plaintiff that all product would be free of defects for a period of 2.5 years and that the warranty would extend to plaintiff's customers.

29. Defendant, and each fo them, made a false representation about the product warranty on product sold to plaintiff for resale, because effective August 2007, defendant, and each of them, notified plaintiff that all warranties on product purchased for resale by plaintiff were void.

30. Defendant knew that the representation was false when it made it, or made the representation recklessly and without regard for its truth, because defendant specifically informed plaintiff it had

cancelled all warranties on all product purchased from defendant, and each of them.

31. Defendant, and each of them, knew the representation was false when it made it, or made the representation recklessly and without regard for its truth, with the intent of inducing plaintiff to purchase its products.

32. Defendant, and each of them, intended for plaintiff to rely on the representation as it was a means of securing sales.

33. Plaintiff reasonably relied on the representation since it had no reason to believe otherwise.

34. As direct and proximate result of defendant's mis representation, plaintiff suffered economic harm, in that it could not resell the product purchased and had to incur the cost and expense of repairing defective product.

35. Plaintiff's reliance on defendant's, and each of them, representation was a substantial factor in causing harm to plaintiff in that plaintiff would not have purchased defendant's product if had known it would not honor its warranty and now plaintiff cannot resell the product. Plaintiff has incurred liability and has spent substantial sums in warranty claims for defective product repairs.

36. Defendant, and each of them, represented to plaintiff that it would not compete with plaintiff, but that it needed plaintiff's customer list to insure it would not compete directly with plaintiff. Defendant, and each of them, promised that it would not solicit sales from plaintiff's customers.

37. Defendant's, and each of them, representation was false, and in fact defendant, and each of them, commenced soliciting sales from plaintiff's customers almost immediately following receipt of plaintiff's customer list.

38. Defendant, and each of them, knew the representation was false when it made it, or made the representation recklessly without regard for its truth, as it started soliciting plaintiff's customers almost immediately.

39. Defendant, and each of them, intended for plaintiff to rely on the representation, as it would have been the only means of obtaining plaintiff's customer list and would have resulted in control of a list customers that had been regularly purchasing product manufactured by defendant.

40. Plaintiff reasonably relied on defendant's representation as it was the only means of insuring defendant would know who it could not solicit sales from in direct competition with plaintiff.

41. As a proximate result of defendant's mis representation, plaintiff suffered economic harm in lost sales, lost profits, lost future profits, and loss of business reputation.

42. Plaintiff's reliance on defendant's representation was a substantial factor in causing it harm, since plaintiff would not have provide its customer list if it had known defendant intended to use it to compete directly with plaintiff instead of refraining from competition with plaintiff.

43. Defendant, and each of them, made false promises to plaintiff, by promising that (1) its product would be free of defects; (2) a warranty would apply for 2.5 years to plaintiff and that it extended to its customers; (3) that it would use plaintiff's customer list to refrain from competing directly with plaintiff, in return plaintiff agreed to purchase telecommunications equipment from defendant and provided its list of customers to defendant.

44. Defendant's, and each of them, promises to plaintiff, were important to the transaction as it provided an incentive for plaintiff to purchase product from defendant and it assured plaintiff that defendant would not compete directly with plaintiff for sales to its customer.

45. Defendant, did not intend to perform these promises when made, because it shipped defective product, it cancelled the warranties and it misappropriated plaintiff's customer list and solicited plaintiff's customers almost immediately.

46. Defendant, and each of them, intended for plaintiff to rely on these promises, as it was a means of securing sales from plaintiff and plaintiff's customers.

47. Plaintiff reasonably relied on defendant's promises as the promises did not seem out of the ordinary and seemed reasonable to achieve the objectives.

48. Defendant did not perform the promised acts, and delivered defective product to plaintiff or on plaintiff's behalf, cancelled all warranties, and misappropriated plaintiff's customer list.

49. As proximate result of defendant's, and each of them, failure to perform as promised, plaintiff suffered economic harm from loss of sales, future sales, profits, future profits, and loss of business reputation.

50. Plaintiff's reliance, on defendant's promise was a substantial factor in causing its harm, as plaintiff would not have entered into the agreement with defendant to purchase telecommunications equipment and would not have provided its customer list, had it known

defendant did not intend to keep its promise.

51. Defendant's, and each of them, conduct was fraudulent and therefore plaintiff is entitled to exemplary damages.

III. THIRD CAUSE OF ACTION

INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC RELATIONS

52. Plaintiff hereby incorporate by reference and realleges all of the allegations contained in paragraphs 1 through 51.

53. From on or about January 2003 through on or about June 2007 plaintiff had an economic relationship with customers that through June 2007 exceed 100 customers. These customers that regularly purchased product from plaintiff every year with sales often reaching $100,000 per customer per year, and the probability of future purchases and therefore an economic gain was almost assured.

54. Defendant, and each of them, knew of the economic relationship between plaintiff and its customers, as defendant knowingly and intentionally asked for plaintiff's list of customers and promised not to compete with plaintiff and promised not to solicit sales from these customers.

55. Defendant, and each of them, intended to disrupt the relationship between plaintiff and its customers, and did so shortly after receipt of plaintiff's list of customers by intentionally contacting each customer and soliciting sales.

56. Defendant, and each of them, engaged in wrongful conduct by misappropriating plaintiff's trade secrets, by breaching the covenant of good faith and fair dealing, by obtaining plaintiff's customer list through fraud and deceit, and by breaching the covenant not to compete with plaintiff.

57. Defendant, and each of them, misappropriated plaintiff's trade secrets by using plaintiff's list of customers to disrupt the relationship between plaintiff and its customers by directly soliciting plaintiff's customers and offering lower prices to plaintiff's customers.

58. Defendant, and each of them, breached the covenant of good faith and fair dealing, by knowingly and intentionally disrupting the economic relationship between plaintiff and its customers. Defendant, and each of them, actively solicited plaintiff's customers, offered lower

prices to plaintiff's customers than to plaintiff, and cancelled all warranties on product in inventory with plaintiff.

59. Plaintiff's customers would have continued to purchase telecommunications equipment from plaintiff, but for defendant's, and each of them, disruption of the economic relationship between plaintiff and its customers.

60. As a proximate result of defendant's, and each them, actions plaintiff's customers purchased telecommunications equipment from defendant, and each them, instead of plaintiff and thereby plaintiff suffered an economic loss.

61. Defendant's, and each of them, conduct was a substantial factor in causing economic harm to plaintiff.

62. If Defendant had not interfered with plaintiff's customers, plaintiff would have enjoyed the benefits of its economic relationship with its customers in the form of continued sales and profits.

63. As a direct and proximate result of defendant's, and each of them, actions plaintiff suffered economic harm in the form of lost sales, profits, loss of business reputation, and loss of marketability of inventory in plaintiff's possession.

64. Defendant's, and each of them, conduct was malicious in that defendant, and each of them, engaged in conduct that was intended by defendant, and each of them, to cause injury to plaintiff.

65. Defendant's, and each of them, conduct was malicious in that defendant, and each of them, engaged in conduct that was despicable conduct which was carried on by the defendant, and each of them, with a willful and conscious disregard of the rights of plaintiff, in that defendant and each of them, (1) knowingly and intentionally misappropriated plaintiff's trade secrets by contacting each customer on plaintiff's customer list and soliciting sales; (2) by offering lower prices to plaintiff's customers than to plaintiff; (3) by cancelling all warranties on any product sold by plaintiff; (4) by knowingly and intentionally shipping defective product; and (5) by knowingly and intentionally misrepresenting the merchantabillity and quality of the product.

66. Defendant's, and each of them, conduct was fraudulent, in that defendant, and each of them, intentionally misrepresented through deceit and concealment a material fact known to the defendant with the intent on the part of the defendant, and each of them, and knowingly and

intentionally concealed (1) their true intentions about plaintiff's customer list; (2) the merchantability of the product; and (3) the warranties and thereby deprived plaintiff of its exclusive list of customers, the saleability of plaintiff's inventory, and created liability to plaintiff on product sold and thereby caused economic injury to plaintiff. Had plaintiff known that it was the intent of defendant, and each of them, to compete with plaintiff, then plaintiff would not have provided the list of its customers or purchased telecommunications equipment from defendant for resale.

67. Defendant, and each of them, intentionally misrepresented the request for plaintiff's list of customers with the intent of using the list to obtain plaintiff customers instead of competing with plaintiff for the same customers and therefor caused injury to plaintiff in the form of lost sales, lost profits, and loss of business reputation. Had plaintiff known that it was the intent of defendant, and each of them, to compete with plaintiff, then plaintiff would not have provided the list of its customers.

68. Defendant's, and each of them, conduct was malicious and fraudulent, and therefore plaintiff is entitled to exemplary damages.

IV. FOURTH CAUSE OF ACTION

BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING

69. Plaintiff hereby incorporate by reference and realleges all of the allegations contained in paragraphs 1 through 68.

70. On or about October 24, 2006 defendant, and each of them, entered into an oral contract with plaintiff, which was later modified. Among other things the contract provided for (1) a 2.5 year warranty from defendant , and each of them, on all products purchased by plaintiff; (2) defendant promised all product would be free of defects; (3) it provided a covenant not to compete with each other, and (4) it required plaintiff purchase approximately $2.8 million dollars worth of telecommunications equipment from defendant.

71. Plaintiff, performed substantially all of the significant things that the contract required including the purchase of approximately $5 million dollars worth of product from defendant.

72. All conditions required for defendant's performance had occurred, but defendant, and each of

them, voided all warranties, knowingly and intentionally shipped defective product, misappropriated plaintiff's customer list and competed directly with plaintiff.

73. Plaintiff has performed all conditions, covenants, and promises required on its part to be performed in accordance with the terms and conditions of the contract

74. Defendant, and each of them, interfered with plaintiff's right to receive the benefits of the contract, by (1) misappropriating plaintiff's customer list and directly competing with plaintiff's customers and thereby depriving plaintiff of virtually all sales and profits; (2) by shipping defective product and cancelling all warranties and thereby exposing plaintiff to liability on all defective product forcing plaintiff to bear the risk defendant was to bear.

75. As a proximate result of defendant's, and each of them, actions plaintiff suffered economic harm in the form of lost sales, lost profits, lost future sales, lost future profits, lost of its customer base, expose to liability, and loss of business reputation.

WHEREFORE PLAINTIFF PRAYS FOR RELIEF AS FOLLOWS:

1. For damages according to proof;

2. For exemplary and punitive damages;

5. For costs incurred; and

6. For any other and further relief as the court may deem proper.

Dated: 1/17/08

Arnold Hernandez,
Attorney for plaintiff(s).

SUPERIOR COURT OF CALIFORNIA, COU... OF SAN DIEGO STREET ADDRESS: 325 S. Melrose MAILING ADDRESS: 325 S. Melrose CITY AND ZIP CODE: Vista, CA 92081 BRANCH NAME: North County TELEPHONE NUMBER: (760) 806-6346	
PLAINTIFF(S) / PETITIONER(S): B.I.P Corporation	
DEFENDANT(S) / RESPONDENT(S): Mitec Telecom, Inc.	
B.I.P CORPORATION VS. MITEC TELECOM, INC.	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 37-2008-00050505-CU-BT-NC

Judge: Jacqueline M. Stern

Department: N-27

COMPLAINT/PETITION FILED: 01/18/2008

CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

COMPLAINTS: Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-345) filed within 60 days of filing. This is a mandatory document and may not be substituted by the filing of any other document.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING

SUM-100

SUMMONS
(CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
NORTH COUNTY DIVISION
2008 JAN 18 PM 4:04
CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
MITEC TELECOM, INC. AND DOES 1 TO 30

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):
B.I.P. CORPORATION

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es):
SUPERIOR COURT, 325 S. MELROSE DR., VISTA, CA 92081

CASE NUMBER: 37-2008-00050505-CU-BT-NC
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
ARNOLD HERNANDEZ, 1650 LINDA VISTA, DR., SUITE 101, SAN MARCOS, CA 92078, 760-471-4624

DATE: JAN 18 2008 Clerk, by V. Navarro, Deputy
(Fecha) *(Secretario)* *(Adjunto)*

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

COUNTY OF SAN DIEGO SUPERIOR COURT NORTH COUNTY DIVISION STATE OF CALIFORNIA

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify)*:
3. ☐ on behalf of *(specify)*:

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other *(specify)*:

4. ☐ by personal delivery on *(date)*:

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Bar number, and address):
Arnold Hernandez #210109
1650 Linda Vista Dr. Suite 101
San Marcos, CA 92079
TELEPHONE NO.: 760-471-4624 FAX NO.:
ATTORNEY FOR (Name): B.I.P. CORPORATION

FOR COURT USE ONLY

2008 JAN 18 PM 4:05
CLERK-SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego
STREET ADDRESS: 325 S. Melrose Dr.
MAILING ADDRESS:
CITY AND ZIP CODE: Vista 92081
BRANCH NAME: North County Division

CASE NAME:
B.I.P v. MITEC TELECOM, INC.

CIVIL CASE COVER SHEET
[X] Unlimited (Amount demanded exceeds $25,000) [ ] Limited (Amount demanded is $25,000 or less)

Complex Case Designation
[ ] Counter [ ] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: 37-2008-00050505-CU-BT-NC
JUDGE:
DEPT:

Items 1–5 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort
- [ ] Auto (22)
- [ ] Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- [ ] Asbestos (04)
- [ ] Product liability (24)
- [ ] Medical malpractice (45)
- [ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- [X] Business tort/unfair business practice (07)
- [ ] Civil rights (08)
- [ ] Defamation (13)
- [ ] Fraud (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [ ] Other employment (15)

Contract
- [ ] Breach of contract/warranty (06)
- [ ] Collections (09)
- [ ] Insurance coverage (18)
- [ ] Other contract (37)

Real Property
- [ ] Eminent domain/Inverse condemnation (14)
- [ ] Wrongful eviction (33)
- [ ] Other real property (26)

Unlawful Detainer
- [ ] Commercial (31)
- [ ] Residential (32)
- [ ] Drugs (38)

Judicial Review
- [ ] Asset forfeiture (05)
- [ ] Petition re: arbitration award (11)
- [ ] Writ of mandate (02)
- [ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
- [ ] Antitrust/Trade regulation (03)
- [ ] Construction defect (10)
- [ ] Mass tort (40)
- [ ] Securities litigation (28)
- [ ] Environmental/Toxic tort (30)
- [ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- [ ] Enforcement of judgment (20)

Miscellaneous Civil Complaint
- [ ] RICO (27)
- [ ] Other complaint (not specified above) (42)

Miscellaneous Civil Petition
- [ ] Partnership and corporate governance (21)
- [ ] Other petition (not specified above) (43)

2. This case [ ] is [X] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
   f. [ ] Substantial postjudgment judicial supervision
3. Type of remedies sought *(check all that apply)*:
   a. [X] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [X] punitive
4. Number of causes of action *(specify)*: FOUR
5. This case [ ] is [X] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. *(You may use form CM-015.)*

Date: 01/17/08

Arnold Hernandez
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet will be used for statistical purposes only.

CALL, JENSEN & FERRELL
A Professional Corporation
Scott J. Ferrell, Bar No. 202091
David R. Sugden, Bar No. 218465
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660
(949) 717-3000

Attorneys for Defendant Mitec Telecom, Inc.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

B.I.P. CORPORATION, Plaintiff, vs. MITEC TELECOM, INC., AND DOES 1 TO 30, Defendant.	Case No. Assigned for All Purposes to: **DECLARATION OF ROBERT THOMAS MITCHELL IN SUPPORT OF NOTICE OF REMOVAL**

Complaint Filed: January 18,2008
Trial Date: None Set

I, Robert Thomas Mitchell, declare as follows:

1. I am the Vice President, Global Marketing and Sales for Defendant Mitec Telecom Inc. ("Mitec"). I have worked for Mitec for the last 22 years. I have personal knowledge of the facts set forth in this Declaration. If called and sworn as a witness, I could and would competently testify to these facts.

2. As part of my duties as Vice President, Global Marketing and Sales, I manage all of Mitec's marketing and sales activities. In the course of managing these activities, I have had to attest to Mitec's corporate structure, its formation and principal place of business. As an essential part of my duties as an officer of Mitec and in order to provide information to customers and potential customers, I am intimately aware of Mitec's operations and the scope of its business.

3. As a result of my employment with Mitec, I have personal knowledge that Mitec is incorporated in Canada and maintains its principal place of business in Pointe-Claire, Quebec. The majority of Mitec's directors are based in Montreal and, save for one officer, all of Mitec's officers are officed in Pointe-Claire, as well as the entire finance and administration department, and the majority of Mitec's national operations occur in Canada. Based on my review of Mitec's internal records and files, I know that Mitec has over 150 employees in Canada, more than in any state of the United States of America. Mitec has no offices or employees in California.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 18 day of February 2008 in Pointe-Claire, Quebec.

Robert Thomas Mitchell

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Scott J. Ferrell, Bar No. 202091
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610 Newport Center Drive, Suite 700
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sferrell@calljensen.com
dsugden@calljensen.com

Attorneys for Defendant Mitec Telecom, Inc.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

B.I.P. CORPORATION, Plaintiff, vs. MITEC TELECOM, INC., AND DOES 1 TO 30, Defendant.	Case No. Assigned for All Purposes to: **MITEC TELECOM, INC.'S REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF REMOVAL OF ACTION PURSUANT TO 28 U.S.C. § 1441**

Complaint Filed: January 18,2008
Trial Date: None Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

Defendant Mitec Telecom, Inc. ("Mitec") hereby requests, pursuant to Rule 201 of the Federal Rules of Evidence, that the Court take judicial notice of the following:

1. The lawsuit entitled B.I.P. Corp. v. Mitec Telecom, Inc., Case No. 37-2008-0005050505-CU-BT-NC filed in the Superior Court of the State of California, San Diego County, North County Division.

2. A printout from Mitec's official website, which is ascertainable by internet at www.mitectelecom.com showing Mitec's principal North American office in Pointe Claire, Quebec, is attached hereto as Exhibit 1.

3. A printout from Hoover's official website, which is ascertainable by internet at www.hoovers.com, showing Mitec's corporate headquarters in Pointe Claire, Quebec, is attached hereto as Exhibit 2.

STANDARD FOR JUDICIAL NOTICE

Pursuant to Rule 201(d) of the Federal Rules of Evidence, "the court shall take judicial notice of adjudicative facts if requested by a party and supplied with the necessary information." Pollstar v. Gigmania Ltd., 170 F. Supp. 2d 974, 978 (E.D. Cal. 2000). Rule 201(b) provides: "A judicially noticed fact must be one not subject to reasonable dispute in that it is either (1) generally known within the territorial jurisdiction of the trial court or (2) capable of accurate and ready determination by resort to sources whose accuracy cannot be reasonably questioned."

Dated: February 19, 2008

CALL, JENSEN & FERRELL
A Professional Corporation
Scott J. Ferrell
David R. Sugden

By: David R. Sugden

Attorneys for Defendant Mitec Telecom, Inc.

Mitec Telecom Inc.

9000 Trans-Canada Highway
Pointe Claire
Quebec
Canada
H9R 5Z8

Phone	+1 514 694 9000
Fax	+1 514 630 8600
Email	sales@mitectelecom.com

Mitec Telecom (Suzhou) Co Ltd.

10 Baihe Street
Suzhou Industrial Park
Suzhou
Jiangsu Province
215021
Peoples Republic of China

Phone	+86 512 6741 6499
Fax	+86 512 6741 3411
Email	sales@mitectelecom.com

Mitec Telecom UK sales office.

Phone	+44 1904 491 530
Fax	+44 1904 491 530
Email	sales@mitectelecom.com

EXHIBIT 1

Mitec Telecom Inc.

9000 Trans-Canada Hwy.
Pointe-Claire, PQ H9R 5Z8, Canada (Map)

Phone: 514-694-9000
Fax: 514-630-8600
http://www.mitectelecom.com
Covered by Lee Simmons

COMPANY RECORD TOOLS

OVERVIEW

Mitec Telecom manufactures radio frequency components and subsystems for cellular base stations and satellite earth stations, used by satellite, wireless, defense, and other types of companies. Some of the company's major customers include Ericsson, Nokia, Nortel, Siemens, and ZTE. Mitec Telecom has acquired the assets of Broadband Wireless LLC, a US-based wireless technology company that produces amplifiers used in 3G network infrastructures. Mitec has closed some facilities in the UK and the US, and has consolidated most operations in Montreal and Suzhou, China.

Full Overview

KEY INFORMATION

D-U-N-S Number	253238042 Buy a D&B credit report.
Company Type	Public - Toronto: MTM Single Location
Year Of Founding or Change In Control	1971
Language Preference	English

Family Tree

KEY NUMBERS

Fiscal Year-End	April
2006 Sales (mil.)	$39.8
1-Year Sales Growth	(12.8%)
2006 Employees	425
1-Year Employee Growth	1.4%
Employees At This Location	425

More Financials

KEY PEOPLE

Interim Chairman	Hubert R. Marleau	Make A Connection Connect through your network What's This? Send e-mail What's This?
President, CEO, and Director	Daniel Piergentili	

EXHIBIT 2

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS
B.I.P. CORPORATION

DEFENDANTS
MITEC TELECOM, INC.

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)
Arnold Hernandez, Law Offices of Arnold Hernandez -- (760) 471-4624
1650 Linda Vista Drive, #101, San Marcos, CA 92079

Attorneys (If Known)
David R. Sugden, Call, Jensen & Ferrell -- (949) 717-3000
610 Newport Center Drive, #700, Newport Beach, CA 92660

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☒ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☒ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☒ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury

PERSONAL INJURY
- ☐ 362 Personal Injury - Med. Malpractice
- ☐ 365 Personal Injury - Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 444 Welfare
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 440 Other Civil Rights

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence
- Habeas Corpus:
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition

FORFEITURE/PENALTY
- ☐ 610 Agriculture
- ☐ 620 Other Food & Drug
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 630 Liquor Laws
- ☐ 640 R.R. & Truck
- ☐ 650 Airline Regs.
- ☐ 660 Occupational Safety/Health
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 730 Labor/Mgmt.Reporting & Disclosure Act
- ☐ 740 Railway Labor Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Empl. Ret. Inc. Security Act

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 810 Selective Service
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 875 Customer Challenge 12 USC 3410
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 892 Economic Stabilization Act
- ☐ 893 Environmental Matters
- ☐ 894 Energy Allocation Act
- ☐ 895 Freedom of Information Act
- ☐ 900Appeal of Fee Determination Under Equal Access to Justice
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Brief description of cause:
Misappropriation of Trade Secrets, Fraud & Deceit; Interference of Prospective Economic Advantage, etc.

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND $
CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE
02/19/2008
SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

CALL, JENSEN & FERRELL
A Professional Corporation
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David R. Sugden, Bar No. 218465
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Newport Beach, CA 92660
(949) 717-3000
sferrell@calljensen.com
dsugden@calljensen.com

Attorneys for Defendant Mitec Telecom, Inc.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

B.I.P. CORPORATION, Plaintiff, vs. MITEC TELECOM, INC., AND DOES 1 TO 30, Defendant.	Case No. Assigned for All Purposes to: **CERTIFICATION OF INTERESTED PARTIES**

Complaint Filed: January 18,2008
Trial Date: None Set

The undersigned counsel of record for Mitec Telecom, Inc. certifies that the following listed parties have a direct, pecuniary, interest in the outcome of this case. These representations are made to the Court to evaluate possible disqualification or recusal.

1. B.I.P. Corporation;
2. Mitec Telecom, Inc.

Dated: February 19, 2008

CALL, JENSEN & FERRELL
A Professional Corporation
Scott J. Ferrell
David R. Sugden

By: ______________________
David R. Sugden

Attorneys for Defendant Mitec Telecom, Inc.

CALL, JENSEN & FERRELL
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Scott J. Ferrell, Bar No. 202091
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sferrell@calljensen.com
dsugden@calljensen.com

Attorneys for Defendant Mitec Telecom, Inc.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

B.I.P. CORPORATION, Plaintiff, vs. MITEC TELECOM, INC., AND DOES 1 TO 30, Defendant.	Case No. Assigned for All Purposes to: **CERTIFICATE OF SERVICE**

Complaint Filed: January 18,2008
Trial Date: None Set

CERTIFICATE OF SERVICE
(United States District Court)

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 610 Newport Center Drive, Suite 700, Newport Beach, CA 92660.

On February 19, 2008, I served the foregoing document described as

1. **MITEC TELECOM, INC.'S NOTICE OF REMOVAL OF ACTION PURSUANT TO 28 U.S.C. § 1441 (DIVERSITY JURISDICTION);**
2. **DECLARATION OF ROBERT THOMAS MITCHELL IN SUPPORT OF NOTICE OF REMOVAL**
3. **MITEC TELECOM, INC.'S REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF REMOVAL OF ACTION PURSUANT TO 28 U.S.C. § 1441**
4. **CIVIL COVER SHEET**
5. **CERTIFICATE OF INTERESTED PARTIES**

on the following person(s) in the manner(s) indicated below:

SEE ATTACHED SERVICE LIST

[ ] (BY ELECTRONIC SERVICE) I am causing the document(s) to be served on the Filing User(s) through the Court's Electronic Filing System.

[X] (BY MAIL) I am familiar with the practice of Call, Jensen & Ferrell for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business. On this date, a copy of said document was placed in a sealed envelope, with postage fully prepaid, addressed as set forth herein, and such envelope was placed for collection and mailing at Call, Jensen & Ferrell, Newport Beach, California, following ordinary business practices.

[ ] (BY OVERNIGHT SERVICE) I am familiar with the practice of Call, Jensen & Ferrell for collection and processing of correspondence for delivery by overnight courier. Correspondence so collected and processed is deposited in a box or other facility regularly maintained by the overnight service provider the same day in the ordinary course of business. On this date, a copy of said document was placed in a

CALL, JENSEN & FERRELL
A PROFESSIONAL CORPORATION

sealed envelope designated by the overnight service provider with delivery fees paid or provided for, addressed as set forth herein, and such envelope was placed for delivery by the overnight service provider at Call, Jensen & Ferrell, Newport Beach, California, following ordinary business practices.

[ ] (BY FACSIMILE TRANSMISSION) On this date, at the time indicated on the transmittal sheet, I transmitted from a facsimile transmission machine, which telephone number is (949) 717-3100, the document described above and a copy of this declaration to the person, and at the facsimile transmission telephone numbers, set forth herein. The above-described transmission was reported as complete and without error by a properly issued transmission report issued by the facsimile transmission machine upon which the said transmission was made immediately following the transmission.

[ ] (BY E-MAIL) I transmitted the foregoing document(s) by e-mail to the addressee(s) at the e-mail address(s) indicated.

[X] (FEDERAL) I declare that I am employed in the offices of a member of this Court at whose direction the service was made.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this Certificate is executed on February 19, 2008, at Newport Beach, California.

Carrie Daly

Carrie Daly

SERVICE LIST

Arnold Hernandez, Esq.
Law Office of Arnold Hernandez
P.O. Box 1419
1650 Linda Vista Drive, Suite 101
San Marcos, CA 92079
Tel: (760) 471-4624

Attorneys for Plaintiff B.I.P. Corporation

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 610 Newport Center Drive, Suite 700, Newport Beach, CA 92660.

On February 19, 2008, I served the foregoing document described as **NOTICE TO ADVERSE PARTY OF REMOVAL TO FEDERAL COURT** on the following person(s) in the manner indicated:

SEE ATTACHED SERVICE LIST

[X] (BY MAIL) I am familiar with the practice of Call, Jensen & Ferrell for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business. On this date, a copy of said document was placed in a sealed envelope, with postage fully prepaid, addressed as set forth herein, and such envelope was placed for collection and mailing at Call, Jensen & Ferrell, Newport Beach, California, following ordinary business practices.

[ ] (BY FEDEX) I am familiar with the practice of Call, Jensen & Ferrell for collection and processing of correspondence for delivery by overnight courier. Correspondence so collected and processed is deposited in a box or other facility regularly maintained by FedEx that same day in the ordinary course of business. On this date, a copy of said document was placed in a sealed envelope designated by FedEx with delivery fees paid or provided for, addressed as set forth herein, and such envelope was placed for delivery by FedEx at Call, Jensen & Ferrell, Newport Beach, California, following ordinary business practices.

[ ] (BY FACSIMILE TRANSMISSION) On this date, at the time indicated on the transmittal sheet, attached hereto, I transmitted from a facsimile transmission machine, which telephone number is (949) 717-3100, the document described above and a copy of this declaration to the person, and at the facsimile transmission telephone numbers, set forth herein. The above-described transmission was reported as complete and without error by a properly issued transmission report issued by the facsimile transmission machine upon which the said transmission was made immediately following the transmission.

[ ] (BY ELECTRONIC TRANSMISSION) I served electronically from the electronic notification address of ______________ the document described above and a copy of this declaration to the person and at the electronic notification address set forth herein. The electronic transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on February 19, 2008, at Newport Beach, California.

Carrie Daly

Carrie Daly

SERVICE LIST

Arnold Hernandez, Esq. Law Office of Arnold Hernandez P.O. Box 1419 1650 Linda Vista Drive, Suite 101 San Marcos, CA 92079 Tel: (760) 471-4624	**Attorneys for** **Plaintiff B.I.P. Corporation**

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

ORIGINAL

I. (a) PLAINTIFFS
B.I.P. CORPORATION

DEFENDANTS 2008 FEB 19 PM 2:02
MITEC TELECOM, INC.

'08 CV 0313 H CAB

CLERK US DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA

BY DEPUTY

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

(c) Attorney's (Firm Name, Address, and Telephone Number)
Arnold Hernandez, Law Offices of Arnold Hernandez -- (760) 471-4624
1650 Linda Vista Drive, #101, San Marcos, CA 92079

Attorneys (If Known)
David R. Sugden, Call, Jensen & Ferrell -- (949) 717-3000
610 Newport Center Drive, #700, Newport Beach, CA 92660

FAXED

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☒ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☒ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☒ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury

PERSONAL INJURY
- ☐ 362 Personal Injury - Med. Malpractice
- ☐ 365 Personal Injury - Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 444 Welfare
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 440 Other Civil Rights

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence
- Habeas Corpus:
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition

FORFEITURE/PENALTY
- ☐ 610 Agriculture
- ☐ 620 Other Food & Drug
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 630 Liquor Laws
- ☐ 640 R.R. & Truck
- ☐ 650 Airline Regs.
- ☐ 660 Occupational Safety/Health
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 730 Labor/Mgmt.Reporting & Disclosure Act
- ☐ 740 Railway Labor Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Empl. Ret. Inc. Security Act

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 810 Selective Service
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 875 Customer Challenge 12 USC 3410
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 892 Economic Stabilization Act
- ☐ 893 Environmental Matters
- ☐ 894 Energy Allocation Act
- ☐ 895 Freedom of Information Act
- ☐ 900Appeal of Fee Determination Under Equal Access to Justice
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (**Do not cite jurisdictional statutes unless diversity**):
Brief description of cause:
Misappropriation of Trade Secrets, Fraud & Deceit; Interference of Prospective Economic Advantage, etc.

VII. REQUESTED IN COMPLAINT:
☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
DEMAND $
CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE DOCKET NUMBER

DATE 02/19/2008
SIGNATURE OF ATTORNEY OF RECORD [signature]

FOR OFFICE USE ONLY

RECEIPT # 14791 AMOUNT $350 APPLYING IFP JUDGE MAG. JUDGE

sea 2/19/08

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

# 147791 - SH

February 19, 2008
14:04:36

Civ Fil Non-Pris

USAO #.: 08CV0313-H
Judge..: MARILYN L HUFF
Amount.: $350.00 CK
Check#.: BC66680

Total-> $350.00

FROM: BIP V. MITEC TELECOM INC